

GENERAL TERMS AND CONDITIONS

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1 Definitions

1.1 In these terms and conditions (the "Terms and Conditions") the following words and expressions shall, except where the context otherwise requires, have the following meanings:

"Business Day"	means any day on which banks generally are open in the Kingdom of Saudi Arabia for the transaction of normal banking business;
"Change in Control"	means in respect of any Party (other than, in respect of the Company, as part of any intra-group reorganization): (a) its consolidation or merger with any individual or body corporate; (b) its conveyance, transfer or lease of substantially all of its assets in their entirety to any individual or body corporate; or (c) a change in ownership of its or any holding company's shares or other voting interests, whereby the present owners of those interests cease to possess the power and authority through those interests or otherwise to exercise a controlling influence over its management.
"Commencement Date"	means the date specified in the Memorandum of Agreement for the commencement of the Services;
"Company"	means whichever of the following as specified in the Memorandum of Agreement: (i) Saudi Chevron Phillips, a limited liability company organized and existing under the law of the Kingdom of Saudi Arabia with its offices at Jubail Industrial City and registered under company registration number 2055003839; and/or (ii) Jubail Chevron Phillips, a limited liability company organized and existing under the law of the Kingdom of Saudi Arabia with its offices at Jubail Industrial City and registered under company registration number 2055005901; and/or (iii) Saudi Polymers Co., a limited liability company organized and existing under the law of the Kingdom of Saudi Arabia with its offices at Jubail Industrial City and registered under company registration number 2055008886 (each a " Company " and together the " Companies ");
"Company Representative"	means the Company's department manager or representative appointed by the Company from time to time and notified in writing to the Contractor to act as manager for the purpose of the Contract;
"Completion Date"	means the date specified in the Memorandum of Agreement for the target completion of the Services;
"Contract"	means: these Terms and Conditions; the Memorandum of Agreement; the Exhibits; and any documents referred to therein as comprising part of the Contract;
"Contract Change"	means any alteration, amendment or variation to the nature or scope or manner of performance of the Services;
"Contract Period"	means the period for performance of the Services from the Commencement Date as set out in the Memorandum of Agreement and any extension to the same which may be agreed in writing between the Company and the Contractor subject to early termination in accordance with clause 11;
"Contract Price"	means the sum set out in or to be calculated in accordance with Exhibit II (schedule of compensation) to be paid by the Company to the Contractor in accordance with these Terms and Conditions in consideration of the performance of the Services;

"Contract Staff"	means the employees of the Contractor and of its Sub-Contractors and any other persons who are assigned by the Contractor or its Sub-Contractors to provide the Services to the Company;
"Contractor"	shall have the meaning set out in the Memorandum of Agreement;
"Contractor's Equipment"	means all plant, vehicles, scaffolding, machinery, appliances, tools or other equipment of the Contractor or any Sub-Contractor required for or in connection with the performance of the Services, but which are not to be supplied to the Company or intended to be incorporated into the property of the Company;
"Contractor Representative"	means a representative appointed by the Contractor from time to time and notified in writing to the Company to carry out specific activities (as delegated by the Company) in connection with the provision of the Services, with the exception of those activities set out in clause 3.2, which shall only be carried out by that person named as authorized to do so in the Letter of Authorization;
"Event of Force Majeure"	shall have the meaning set out in clause 13.5;
"Exhibits"	means the exhibits included in the Contract as specified in the Memorandum of Agreement;
"Kingdom of Saudi Arabia"	means the Kingdom of Saudi Arabia or any government organization, ministry, agency, subdivision or instrument thereof;
"Letter(s) of Authorization"	means the letter from the Contractor to the Company notifying the Company of the persons appointed by the Contractor to act as its authorized signatory or to carry out any acts and deeds as may be required to give validity to the Contract, as referred to in clause 3.2;
"Materials"	includes any and all raw and shaped materials in addition to all finished parts, units, installations, machinery, constructions and/or property of every kind and description required for the performance of the Services and which are supplied to the Company or incorporated into the property of the Company in carrying out the Services;
"Memorandum of Agreement"	means the memorandum of agreement between the Company and the Contractor;
"Party"	means the Company and the Contractor, as the context requires, and any assignee or successor of either of them (and " Parties " means both of them);
"Services"	means the works and services to be provided by the Contractor to the Company as set out in or reasonably to be inferred from Exhibit I (scope of works and services and specification) as amended from time to time in accordance with these Terms and Conditions;
"Site" or "Site for Services"	means any land and/or areas (including property thereon) owned or used by the Company or such part thereof at which the Services are to be provided as specified in the Memorandum of Agreement;
"Sub-Contract"	means any agreement between the Contractor and any Sub-Contractor for the performance of any part of the Services; and
"Sub-Contractor"	means any person who enters into an agreement with the Contractor either directly or indirectly for the performance of the Services or any part thereof.

1.2 In these Terms and Conditions (except where the context otherwise expressly provides):

any reference to a clause, exhibit or appendix is to the relevant clause, exhibit or appendix to these Terms and Conditions and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph in which it appears;

words importing the singular only also include the plural and vice versa;

any reference to a "Party" is to a party to the Contract and shall include that person's successors in title and assigns permitted in accordance with these Terms and Conditions; and

any reference to an agreement or other document or provisions thereof is a reference thereto as it is in force for the time being and from time to time as amended, supplemented, novated, or replaced.

1.3 Headings and the table of contents are inserted for convenience only and shall not affect the construction of these Terms and Conditions or the Contract.

1.4 All references to calendar dates herein shall be deemed references to the Gregorian calendar and the mathematically calculated equivalent of the Hijri calendar.

1.5 Any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

1.6 Any reference to a person shall include any individual, firm, body corporate, association, joint venture, partnership, government, state or agency of state, in each case whether or not having a separate legal personality. Reference to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established.

2 Scope of Work and Authority of Contractor

2.1 The Contractor shall perform the Services as detailed in Exhibit I for the duration of the Contract Period.

2.2 The Company may (at any time throughout the Contract Period) implement a Contract Change affecting the scope of Services to be provided, in accordance with the terms set out in Exhibit II. The Company may make Contract Changes by adding to, omitting or deviating from the Services to be performed or the requirements of this Contract. The Contractor shall perform, and shall be remunerated for, any additional Services required as a result of the Contract Change, in accordance with the terms set out in Exhibit II.

2.3 The Contractor shall commence performance of the Services on the Commencement Date or immediately thereafter on being admitted to the Site for Services provided that the Company Representative has provided written notice to the Contractor confirming that the Contractor may commence performance of the Services.

2.4 The Contractor shall be deemed to have obtained, before entering into the Contract, all requisite information about the Site for Services, local conditions and facilities, labor matters, and any other relevant matter of whatever nature including any authorizations, permits, consents or permissions required by any applicable law (statutory, regulatory or otherwise) to perform the Services. The Contractor undertakes to procure, as necessary, the performance by its officers, employees, agents and contractors of all such actions as are required to complete and satisfy its obligations under the Contract.

2.5 The Company shall not be liable for any failure by the Contractor to obtain any such information or to undertake any activity contemplated by clause 2.4 and any such failure will not relieve the Contractor from its obligations under the Contract.

2.6 The Contractor acknowledges and agrees that no representations were made concerning conditions at the Site for Services or any other matter contemplated by clause 2.4 which are not set out in the Contract but that, if any were made, it has not relied on, or been induced to enter into the Contract by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the Company in relation to the subject matter of the Contract or otherwise.

- 2.7 The Contractor warrants and represents that it has full power and authority to enter into and perform the Contract, and that its entry into and performance of the Contract will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party. The Contractor undertakes that it shall not, during the Contract Period or otherwise while the Contract is in force, enter into any agreement or accept any obligation inconsistent or incompatible with its obligations under the Contract.
- 2.8 The relationship of the Parties is that of independent contractors dealing at arm's length. Except as otherwise stated in the Contract, nothing in the Contract shall constitute the Parties as partners, joint venture's or co-owners, or constitute either Party as the agent, employee or representative of the other, or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.

3 Contract Staff

- 3.1 The Contractor shall ensure that the Contract Staff and any other employees or Sub-Contractors of the Contractor involved in performance of the Services shall at all times be under the supervision of a competent Contractor Representative.
- 3.2 The Contractor warrants and represents that any person(s) named in the Letter(s) of Authorization are true and lawful authorized representative(s) of the Contractor and are the only persons who shall be entitled to execute, sign, enter into, acknowledge, perfect and do any and all deeds, agreements, declarations, instruments, acts and things required in relation to all or any of the purposes or matters contemplated by the Contract including all such further acts and deeds as may be required to record, register or otherwise perfect and give validity to the Contract.
- 3.3 The Contractor shall pay or procure the payment of all wages, fees, contributions, levies and any other contributions, charges and taxes required by law to be paid by an employer in respect of the Contract Staff and shall make or procure all appropriate deductions from their wages in respect of any employees' contributions.
- 3.4 The Contractor shall ensure that all workers employed by it or any Sub-Contractors shall be employed in accordance with the requirements of the Labour and Workmen's Regulations and any other applicable rules and regulations of the Kingdom of Saudi Arabia.
- 3.5 The Contractor shall engage workmen and personnel of various skills, sufficient competence and good character and in adequate numbers for the satisfactory performance of its obligations under the Contract. If any such workmen or personnel commit any misconduct or are dishonest or incompetent or the subject of complaints by the Company Representative, the Contractor shall upon receipt of written notice from the Company remove such workmen or personnel immediately and appoint appropriate replacements and pay all costs incurred thereby.
- 3.6 The Contractor shall not during the Contract Period employ or offer employment to any persons who are at such time employees of the Company or any affiliate of the Company.

4 Contractor's Equipment

- 4.1 The Contractor's Equipment shall comply in all respects and shall be operated and maintained in accordance with the requirements of Exhibit III.
- 4.2 Without limiting clause 4.1 above, all Contractor's Equipment shall be in first-class operating condition, safe, fit for the uses for which it is intended, and suitable for the safe and efficient performance of the Services. Maintenance of all Contractor's Equipment shall be at the Contractor's (or Sub-Contractor's) own expense. All Contractor's Equipment shall be subject to inspection and approval by the Company or its nominee on arrival at the Site for Services and at regular intervals thereafter as determined by Company. Any Contractor's Equipment which is rejected as not conforming with the foregoing shall be promptly removed from the Site for Services by the Contractor and replaced with Contractor's Equipment acceptable to the Company without additional cost to Company and without delay in performance of the Services.

5 Contractor's Site Responsibility

- 5.1 The establishment or construction by the Contractor of any storage areas and temporary structures required to perform the Services on or adjacent to the Company's premises or the Site for Services shall be authorized in advance by

the Company and shall be confined to areas specified by the Company. Any authorized temporary structures shall be provided and maintained by the Contractor at its own expense. Prior to the Parties entering into the Contract or promptly thereafter, the Contractor shall submit to the Company Representative, for the Company's approval, a plan for any proposed ancillary site facilities required by the Contractor during performance of the Services. Such plan shall include, but not be limited to, descriptions of the Materials and Contractor's Equipment storage facilities, site offices, sanitary facilities, vehicle parking areas, temporary electrical supply locations and trash collection areas to be used or constructed by the Contractor, as well as proposed locations for each.

- 5.2 The Contractor shall be entitled to use the Company's roads for the purpose of obtaining access to the Site for Services and transporting Materials, Contractor's Equipment and personnel thereto. The Contractor shall keep such roads free from rubbish caused by its own or its Sub-Contractor's or supplier's vehicles or Contractor's Equipment and shall make good any damage caused at its own expense or pay all costs and charges in connection therewith. The Contractor shall consult the Company as to the suitability and strength of such roads for the type of vehicles or Contractor's Equipment that it, its Sub-Contractors or its suppliers intend to use prior to any such use.
- 5.3 The Contractor shall ensure that, during the performance of the Services, the Site is maintained in a clean, safe and tidy condition. On the completion of the Services or at the instruction of the Company Representative in case of the earlier termination of the Contract, the Contractor shall remove from the Site for Services all Contractor's Equipment, temporary works (including any temporary or ancillary structure contemplated by clause 5.1), surplus materials and work rubbish of every kind and leave the whole of the Site for Services clean and in a workmanlike condition to the satisfaction of the Company Representative. If the Contractor fails to clean the Site for Services adequately, in the Company Representative's opinion, then the Company Representative shall have the option of arranging for the Site for Services to be cleaned by a third party and the Contractor shall pay any and all the costs incurred in connection with such cleaning.
- 5.4 In performing the Services:
- the Contractor shall not hinder the business operations of the Company; and
- the Contractor shall cooperate fully with all other contractors or suppliers of the Company on the Site for Services so as to avoid interference with the activities of such parties. The Contractor acknowledges that it shall not have any claim against the Company for delay in performance of the Services or damage due to the actions or inactions of such other parties.
- 5.5 The Contractor shall not perform any of the Services outside the Site for Services without the prior written permission of the Company and without first obtaining all the required permits to work which are issued by the Royal Commission and/or any other authorities.

6 Materials

- 6.1 The Materials supplied or used by the Contractor or its Sub-Contractor in performing the Services must be suitable for their purpose and of the best quality or of the quality approved by the Company Representative. Except as directed by the Company Representative, such Materials must conform to the relevant government standards, or in the absence of any such standards, to the relevant International Standard Specifications approved by the Company. Materials supplied by the Contractor and samples of such Materials shall, if required by the Company Representative, be submitted to him at the Contractor's expense before they are delivered to the Site for Services. The Company Representative may at any time carry out tests and inspections of any Material and may reject any Materials if in his opinion they are unsuitable.
- 6.2 The Contractor shall, if so required by the Company Representative, arrange for the inspection and testing of Materials by or on behalf of the Company Representative at any supplier's works or Site. The Contractor shall be responsible for the cost of tests where the Materials under test have been found to be unsatisfactory or where tests have been specified in the Contract. Inspection of the Materials by Contractor will not relieve Contractor of its obligations to deliver Services and on-specification Materials to Company if such Materials are later to be found to be defective or non-compliant due to no fault of the Company.
- 6.3 To the extent that any Materials delivered to the Site for Services by the Contractor are of a hazardous or toxic nature, the Contractor shall clearly mark any such Materials with the appropriate international danger symbol(s).

Transport and other documents must include a declaration of the hazard and a description of the Material in English.

- 6.4 Unless otherwise agreed by the Company Representative, the Contractor shall be responsible for off-loading all Materials and all handling and transportation that may be found necessary, including collection from the Company's stores where Materials are supplied by the Company.
- 6.5 The Contractor shall at its own expense remove from the Site for Services any Materials supplied which the Company Representative considers unsuitable or excessive to perform the Services. The Contractor shall return to the Company's stores or workshops all Materials surplus to the Contract requirement which were supplied by the Company.
- 6.6 The Contractor shall be responsible for adequate storage and protection of all Materials on the Site for Services and shall replace any deficiencies in Materials caused by inadequate storage or security.
- 6.7 The Materials will be delivered as per the Incoterms specified in this Contract. Title and risk of loss will pass to Company in accordance with the Incoterms, expect that if Services include installation of the Materials, title and risk of loss will pass to Company at such time when the Materials have been incorporated into and become part of the Site for Services.

7 Contract Price

- 7.1 In consideration of the performance of the Contract by the Contractor, the Company shall pay or cause to be paid to the Contractor at the times and in the manner set out in Exhibit II the amounts certified in accordance with Exhibit II.
- 7.2 The Contractor shall be responsible for the payment of all taxes, zakat, duties, charges or premiums assessed against its operations or employees for which the Contractor is liable by operation of law or contract, domestic or foreign, including but not limited to income taxes, withholding taxes, sales and use taxes, gross business taxes, custom duties and any payments due under applicable employment compensation laws and workmen's compensation laws. The Contractor shall indemnify and hold harmless the Company from any claim, demand, action, liability, cost or expense of any nature or kind (including attorney's fees and costs of settlement) resulting from the Contractor's failure to comply fully with the requirements of such laws or contracts.
- 7.3 The Contractor represents and warrants that it has not included in the Contract Price any allowance for payment of any tax or duty from which the Contractor is exempt under the laws, rules or regulations of the Kingdom of Saudi Arabia.
- 7.4 The Contractor covenants and undertakes to defend, indemnify and hold harmless the Company from any and all claims, suits, costs, liabilities, judgments, fines, penalties or demands for loss or damage including any and all expenses, disbursements, cost, legal fees, sums and amounts as may be incurred in the investigation handling and defense thereof, resulting from, or in any way connected with, any tax assessment or imposition, in respect of the taxes and contributions referred to in clause 7.2 above, both on its own behalf and on behalf of any Sub-Contractor.
- 7.5 The Contractor shall permit from time to time the Company or the Company Representative, during normal business hours and with reasonable notice, to inspect and audit the records of the amounts charged to the Company under the Contract together with the records and accounts of any reimbursable costs charged to the Company.

8 Medical Facilities

The Company will provide free of charge emergency first aid treatment for injuries sustained by the Contract Staff resulting from accidents occurring on Site for Services. All other medical and hospitalization expenses shall be borne by the Contractor. This Clause is subject to the indemnities set forth in Clause 15.1.

9 Inspections

- 9.1 Company or its representatives will have reasonable access to all parts of Contractor's premises which involve the manufacture, assembly, storage, inspection or testing of the Materials supplied to Company under this Contract. Contractor will allow such access without cost, to determine whether the Materials are being furnished

in accordance with the specifications and requirements of this Contract, including, without limitation, any Purchase Order. Company, or its representatives, will conduct any and all tests and inspections in a manner that minimizes the unnecessary interference with the operation of Contractor's business. Company's inspection and testing will not excuse or reduce Contractor's duty to comply with any and all specifications and warranties pertaining to Products provided hereunder.

- 9.2 Company may visit and inspect the Services, or any part thereof, at any time, at Site. If Company determines that a work area is unsafe, Company may stop the part of the Services affected until the unsafe condition is corrected; provided, however, if such stoppage of Services is not attributable to an unsafe condition caused by Contractor or one of its Sub-Contractors, Contractor may be granted adjustments to the schedule and price if such are documented and are reasonable to Company's satisfaction under the circumstances. Company's inspection of, approval of, or agreement to the performance of any part of the Services will in no way relieve Contractor of full responsibility for the performance of the Services, nor alter the obligations of the Parties under this Contract.
- 9.3 When expressly required by the Purchase Order or whenever any part of Contractor's Services depends on existing work or services or materials provided by Company or others, Contractor will inspect and measure such other work or materials and promptly notify Company of each defect or discrepancy in such other work or materials which may render it unsuitable for proper execution of Contractor's Work. If Contractor fails to notify Company of any such defect or discrepancy before performing Contractor's dependent Services, and such defect or discrepancy would have been discovered in the course of a reasonably thorough visual inspection and measurement, Company may condemn the Services involved and Contractor will replace the Services, including any Materials which are part of the Services, at its expense. Any unused materials provided by Company to Contractor should be returned to Company.

10 Confidentiality and Invention Agreement

- 10.1 All technical data, standards, specifications and any information and documents on any media and in any format furnished by the Company for use by the Contractor, are confidential information and shall continue to be the property of the Company and shall not be reproduced or copied in whole or in part or used for any purpose except to the extent required for performance of the Contractor's obligations under the Contract and shall be returned upon completion of or termination of this Contract (including any copies). Likewise, Contractor agrees that all technical or business information and all other work product (collectively "Work Product") developed for Company in connection with the Services will be used solely for the performance of Services and will be held in confidence and not disclosed to any person or persons without the prior written consent of Company, except to Contractor's employees, and if applicable Sub-Contractors. Such Work Product, including all patent rights and copyrights therein, will be Company's property and may be used or transferred by Company in any manner it finds appropriate. Any and all such Work Product will be delivered to Company upon request or upon completion or termination of the Services in question.
- 10.2 Contractor, its Sub-Contractors, and their respective officers, employees, representatives, agents or guests will not make any broadcast, press release, advertisement, public disclosure or other public announcement or statement concerning the existence or terms of this Contract or the relationship between Company and Contractor, including the use of Company's name or hallmark, in advertisements, marketing materials, press release or other documentation or announcements. No photographs, films, videos or similar visual depictions of the Company's premises are to be taken by Contractor, its Sub-Contractors, or their respective officers, employees, representatives, agents or guests, without the prior written approval of the Company.
- 10.3 Contractor, its employees, servants or agents shall keep confidential the confidential information described in clause **10.1** disclosed to it by the Company and shall not divulge or disclose any such confidential information to any third party including any information obtained from or during the course of performance of the Services. However, Contractor's obligations of limited-use and non-disclosure set forth within this Contract shall survive the termination or expiration of this Contract.

Notwithstanding the foregoing, the Contractor shall be entitled to disclose confidential information received from the Company hereunder to:

its Sub-Contractors to the extent reasonably required in connection with the provision of the Services provided that such Sub-Contractors have undertaken to keep such confidential information confidential on equivalent terms of confidentiality and to use it only for the purposes for which it has been disclosed;

its professional and financial advisers and lenders to the extent reasonably required in the context of providing the Services, subject to appropriate undertakings of confidentiality; and

the extent required to be disclosed by any competent legal or regulatory authority or any internationally recognized stock exchange.

10.4 The restrictions in clause 10.3 shall not apply to confidential information which:

is at the date of commencement of the Contract Period in the public domain or at any time thereafter comes into the public domain other than through a breach of the Contract by the Contractor;

comes lawfully into the possession of the Contractor from a third party other than one who possesses such confidential information as a result of a breach of any obligation of confidentiality to the Company; or

can be shown by the Contractor to the reasonable satisfaction of the Company to have been known by the Contractor before disclosure by the Company.

11 Term and Termination

11.1 These terms and conditions shall become effective on the Effective Date and shall continue in effect for the term stated in the Memorandum of Agreement, unless terminated earlier as herein permitted.

11.2 The Contract may be terminated by the Company in the following circumstances:

The Company may terminate the Contract forthwith if the Contractor abandons the Contract or, without reasonable cause, fails to commence the performance of the Contract or suspends the performance of the Contract.

If the Contractor commits a material breach of any term of the Contract, then the Company may request in writing that the Contractor rectifies the situation within thirty (30) days. If the Contractor does not rectify the breach within thirty (30) days then the Company may terminate the Contract on giving a further thirty (30) days notice in writing.

If the Contractor becomes bankrupt or has a receiving order made against it, or presents his petition in bankruptcy, or makes an arrangement or assignment in favour of his creditors or agrees to carry out the contract under a committee of inspection, or goes into liquidation (other than voluntary liquidation for the purposes of amalgamation or reconstruction), or has execution levied on its goods, the Company may, without prejudice to any other rights available to it, by notice in writing to the Contractor terminate the Contract forthwith.

If the Contractor or its employees, servants or agents commits any fraud on the Company, or any malpractice or dishonesty, or any conduct which in the opinion of the Company is prejudicial to the Company or the Company's interest, then the Company has the right by giving notice in writing to the Contractor to terminate the Contract forthwith.

If the Contractor fails to take the required steps following a Change in Control as referred to in clause 12.2.

11.3 If the Contract is terminated under clause 11.2, the Company shall pay the Contractor the following amounts, the total of which shall be deemed to be full and final compensation to the Contractor in respect of termination of the Contract:

Such sums as are due pursuant to Exhibit II in respect of Services satisfactorily provided prior to the effective date of termination; plus

Such other sums as may be due to the Contractor pursuant to the terms and conditions of the Contract; less

Amounts due to the Company from the Contractor under the Contract (including any loss or damage suffered or incurred by the Company in connection with a termination for Contractor breach under clause 12.2) or any other contract or otherwise between the Company and the Contractor.

11.4 When notified of termination under clause 11.2, the Contractor shall either immediately or upon such other date as is specified in the termination notice:

Discontinue its performance of the Services other than any Services that the Company requests the Contractor to complete;

Permit and assist the Company or its nominee to take over any Services;

Remove from the Site for Services all Contractor's Equipment and vehicles owned by the Contractor and all its employees, servants and agents; and

Deliver to the Company, or its nominee, all technical information, schedules and all other data prepared by the Contractor or any Sub-Contractor in connection with the Services and all documents and other data supplied to the Contractor by or on behalf of the Company in connection with the Services and all copies thereof in its possession.

11.5 The Contract may be terminated by the Contractor in the following circumstances:

If the Company commits a material breach of any term of the Contract, then the Contractor may request in writing that the Company rectifies the situation within thirty (30) days. If Company does not rectify the breach within thirty (30) days then the Contractor may terminate the Contract on giving a further thirty (30) days notice in writing.

If the Company becomes bankrupt or has a receiving order made against it, or presents his petition in bankruptcy, or makes an arrangement or assignment in favour of his creditors or agrees to carry out the contract under a committee of inspection, or goes into liquidation (other than voluntary liquidation for the purposes of amalgamation or reconstruction), or has execution levied on its goods, the Contractor may, without prejudice to any other rights available to it, by notice in writing to the Company terminate the Contract forthwith.

11.6 If the Contract is terminated under clause 11.5, the Company shall pay the Contractor the following amounts, the total of which shall be deemed to be full and final compensation to the Contractor in respect of termination of the Contract:

Such sums as are due pursuant to Exhibit II in respect of Services satisfactorily provided prior to the effective date of termination; plus

All costs necessarily incurred or committed by the Contractor in connection with the Services prior to the effective date of termination.

11.7 The termination of the Contract shall not prejudice or affect any accrued rights or remedies of the Parties.

12 Change in Control

12.1 If the Contractor becomes aware that a Change in Control will, or is likely to, occur and that, as a result of such Change in Control, the provision of the Services may be detrimentally affected, then the Contractor shall as soon as is reasonably practicable notify the Company of such Change in Control.

12.2 Where the Contractor is subject to a Change in Control, the Company may (in its absolute discretion) require the Contractor (at the Contractor's own expense) to take any steps as would be necessary to enable the continued performance of the Services at an acceptable level. Where the Contractor is unable or unwilling to take such steps, the Company shall be entitled on giving reasonable notice to the Contractor to terminate the Contract.

13 Force Majeure

13.1 If either Party (the "Affected Party") is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an Event of Force Majeure, then it shall within 10 days after the first happening of such Event of Force Majeure notify the other Party in writing of the occurrence of such Event of Force Majeure and the way in which and the extent to which its obligations are prevented or impeded by such Event of Force Majeure.

13.2 The Affected Party shall, provided the Event of Force Majeure arises without there being any negligence or fault on the part of the Affected Party, be excused from the performance of its obligations under the Contract for so long as the relevant Event of Force Majeure continues and to the extent that the Affected Party's performance is

prevented, hindered or delayed without any such delay or non-performance constituting a breach of the Contract or giving rise to any claim for damages.

- 13.3 The Affected Party shall use reasonable efforts to limit the effects of such Event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract and shall notify the other Party immediately of the cessation of the Event of Force Majeure.
- 13.4 If any Event of Force Majeure occurs, the date(s) for performance of the obligations of the Affected Party shall be postponed for so long as is made necessary by the Event of Force Majeure provided that if any Event of Force Majeure continues or would reasonably be expected to continue for a period of or exceeding two (2) months, the non-affected Party shall have the right to terminate the Contract forthwith on written notice to the affected Party.
- 13.5 A strike or go slow or obstructive conduct of work by any of the Contract Staff shall not be deemed to be an Event of Force Majeure. The expression "Event of Force Majeure" when used in the Contract shall mean, cover and include the following: Acts of God, acts or restraints or governmental authorities, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, other disturbances, loss of shortage of transportation facilities, breakdown of machinery and equipment not caused by the negligence of the Party rendered unable to perform its obligations, or any other act, event, cause or occurrence rendering a Party unable to perform its obligations which is not within the reasonable control of such Party, whether or not similar to any of the foregoing.

14 Warranties

- 14.1 Contractor warrants and represents to Company that (a) Contractor will perform the Services expeditiously, in a good and workmanlike manner, in accordance with applicable laws and industry codes, regulations and standards, and in conformance to the requirements and specifications of this Contract and/or applicable Purchase Order; (b) Contractor, its Sub-Contractors and agents will furnish only competent and skilled workers to perform the Services; (c) if any Services being performed require certifications or licenses, that the workers performing such Services will be so certified and/or licensed; and (d) the Services performed under this Contract will be free from defects in design, material, and workmanship.
- 14.2 Contractor, at its sole expense, will expeditiously re-perform, repair, or otherwise correct in a manner acceptable to Company any Services that contain a defect or non-conformity with the requirements and specifications set forth in this Contract and/or applicable Purchase Order; provided, that Company must give notice of each such defect/non-conformity within 18 months following Company's acceptance of the Services. If corrective work is performed under this warranty, the warranty will also apply to any defect or non-conformity in the corrective work that is discovered within 12 months following said corrective work. These warranty terms will be extended for any period that the Services cannot be operated as a result of the defect/non-conformity.
- 14.3 If the Contractor fails (i) to perform the Services within any time fixed therefor as may be adjusted by the Company in accordance with the terms of the Contract, or (ii) to re-perform the Services in accordance with clause 14.2, the Company may, at its option and in addition to and without in any manner affecting any other right or remedy which it may have under the Contract, serve upon the Contractor a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within forty five (45) days after service of such notice, such default shall be corrected or arrangements satisfactory to the Company shall be made, then the Company shall have the right to terminate the Contract and/or take over and complete the relevant Services either through a third party or otherwise, without waiver of any claims for damages which the Company may have against the Contractor. Any costs incurred by the Company in taking over and completing the relevant Services either through a third party or otherwise pursuant this Clause may be offset against any payment due or to become due to the Contractor under the Contract.
- 14.4 Contractor represents and warrants to Company that as of the time of delivery to Company, Contractor will convey good title to any Materials delivered to Company under this Contract free from any lien, claim, or encumbrance. Contractor further warrants that such Materials (a) will conform to the requirements and specifications set forth in this Contract and applicable Purchase Order; and (b) will be otherwise free of defects in design, material and workmanship.

Any data made available by Contractor to Company relative to the nature or performance of the Materials will have been carefully prepared in accordance with generally accepted scientific standards. If Company's receipt of

the Materials is prefaced by Company's evaluation and approval of a sample supplied for that purpose, the Materials delivered will conform to the approved sample.

Final inspection and acceptance of the Materials will be at the Company facility unless otherwise agreed by the Parties in writing. Non-conforming Materials will be deemed to be the property of Supplier and will be returned freight collect.

- 14.5 For any Materials that contains a defect or non-conformity with the requirements and specifications set forth in this Contract and/or applicable Purchase Order, Contractor will, at Company's sole discretion, (a) expeditiously repair, replace, or otherwise correct said Product, at Contractor's sole expense, in a manner acceptable to Company, or (b) refund the Product's purchase price; provided, that Company must give notice of each such defect/non-conformity within 18 months after Product is placed in operation. If corrective work is performed under this warranty, the warranty will also apply to a defect or non-conformity in the corrective work that is discovered within 12 months following said corrective work. These warranty terms will be extended for any period that the Product cannot be operated as a result of defect/non-conformity.
- 14.6 Without relieving Contractor of its obligations under this Contract, including, without limitation, Contractor's obligations under Clause 14.4 and 14.5, Contractor will assign or cause to be assigned to Company any manufacturer's warranty which it has received on any Product provided under this Contract to the extent assignable. Contractor will promptly deliver written notice or verbal notice followed by written notice of any recall of any Materials. Contractor will promptly replace any such recalled Materials as soon as practicable with comparable products not subject to such recall.

15 Indemnity and Disclaimer

- 15.1 Contractor agrees to release, relinquish, and discharge, and agrees to indemnify and defend Company from and against all claims for injury to or death of employees, agents, or other persons (e.g., guests) relating to Contractor or Contractor's Sub-Contractors arising out of any diagnosis, treatment, medical evacuation, provision of pharmaceutical products or medical supplies furnished or rendered by Company to such persons in connection with performance of this Contract or in connection with the presence of such persons on Company's premises.
- 15.2 Contractor shall assume entire responsibility for and shall indemnify and hold the Company harmless against all losses, liabilities, claims, costs and expenses whatsoever including claims of personal injury, death, or property damage, and howsoever caused which result from the fault, strict liability, negligence, breach of contract, breach of warranty, violation of law, act or omission of a Contractor or any of Contractor's Sub-Contractors, or any of their respective employees, agents, or invitees in the performance or non-performance of this Contract.
- 15.3 Contractor shall indemnify and defend Company from and against any claims arising out of alleged or actual infringement or misappropriation of any patent, trademarks, copyrights, or alleged or actual misuse of any trade secret or other confidential information, by the whole or any portion of the Services or Materials provided hereunder. Company will have the right at its discretion to be represented by its own counsel and participate in the defense of any action. Neither Contractor nor Company will settle or compromise any such litigation without the consent of the other if such settlement or compromise obligations the other to make any payment or part with any property or assume any obligation or grant any license or other rights or be subject to any injunction by reasons of such settlement or compromise. In the event that legal proceedings are brought against the Company for any claims noted in this clause above, then Contractor will, at its expense, procure for the Company the right to use the infringing Material/Services, or replace or modify the infringing Material/Services so that it becomes non-infringing while continuing to fulfill Company's requirements.
- 15.4 IN NO EVENT WILL COMPANY BE DEEMED LIABLE TO SUPPLIER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, ANTICIPATED PROFITS OR BUSINESS INTERRUPTIONS, HOWSOEVER THEY MAY BE CAUSED.

16 Insurance

- 16.1 At all times during the term of this Contract, Contractor will carry insurance as set forth herein. Contractor's failure to provide or maintain the required insurance or acceptable proof thereof may result in the Contractor being denied access to Company's Site.

- 16.2 The insurance required herein will not be construed to void or limit Contractor's indemnity obligations nor represent in any manner a determination of the insurance Contractor should or should not maintain for its own protection, and is being, or has been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement
- 16.3 Prior to commencement of Services to be conducted under this Contract, Contractor will furnish Company with Certificates of Insurance evidencing the insurance and conditions required by this Agreement and, thereafter, upon each occasion of renewal. Commencement of operations without the required Certificates of Insurance, or without compliance with any other provision of this Contract, will not constitute a waiver by Company of any rights in this Contract.
- 16.4 Each of the following insurance policies maintained by Contractor for work and Services performed under this Contract must be endorsed or provide terms as follows, in addition to any other requirements:
- 16.4.1 To provide to Company not less than 30 days prior written notice in the event of cancellation (10 days with respect to non-payment of premium).
- 16.4.2 For liabilities and indemnities assumed under this Contract by Contractor, all of Contractor's insurance, inclusive of but not limited to those described below, will provide that the underwriters and/or insurers thereof waive their rights of subrogation against Company and their respective insurers.
- 16.4.3 As an additional obligation, unrelated to the liabilities and indemnities assumed by Contractor under this Contract, Company will be endorsed and named on Contractor's insurance described below as additional insured (except as respects Workers' Compensation Insurance and Professional Liability Insurance) and such insurance will be primary to, and receive no contribution from, any insurance maintained by or on behalf of Company.
- 16.4.4 The term "Company" as used in this Article 10 means Company, its parents, subsidiaries, affiliates, partners, co-ventures, and their respective directors, officers, employees and agents.
- 16.5 Contractor should maintain the following insurance policies:
- 16.5.1 Workers' Compensation Insurance covering all employees of Contractor in compliance with the authority having jurisdiction over each employee.
- 16.5.2 Commercial General Liability Insurance on an occurrence form, including coverage for contractual liability, subject to a combined single limit bodily injury and property damage of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.
- 16.5.3 Business Automobile Liability Insurance, whether scheduled or not, covering any owned, non-owned, and hired vehicles with a combined single limit bodily injury and property damage of \$1,000,000 per occurrence and \$5,000,000 per occurrence if Contractor is a carrier of hazardous materials. All vehicles used to perform the duties of the Contractor shall, at a minimum, have this level of Business Automobile Liability Insurance.
- 16.6 The Company shall not be liable for any failure by the Contractor to obtain any such insurance as specified in this Clause 16 or to undertake any activity contemplated by this Clause 16 and any such failure will not relieve the Contractor from its obligations under the Contract.

17 Safety and Loss Prevention

- 17.1 Contractor shall be solely responsible for the safety, health, medical surveillance, industrial hygiene and training of its employees, Sub-Contractors and agents. During performance of the Services, Contractor shall continually monitor the work and safety habits of each of its employees, Sub-Contractors and agents to ensure proper job safety, shall conduct frequent safety meetings and shall perform routine safety inspections of operations, facilities, equipment (including without limitation any personal protective equipment), machinery, tools, materials and supplies used in the performance of the Services.

- 17.2 Contractor shall inform its employees, Sub-Contractors and agents of, and shall comply with, all applicable health and safety standards, codes and regulations. If such standards, codes or regulations do not adequately protect against the hazards arising from any Services to be performed hereunder, Contractor, its Sub-Contractors and agents, shall adopt appropriate practices that protect them and their respective employees against such hazards.
- 17.3 Contractor shall be responsible for an ongoing safety and loss prevention program during the performance of any Services, and shall ensure that prior to performing any Services that each of its employees, Sub-Contractors and agents has been properly trained and indoctrinated into such program. Failure on the part of Contractor to maintain an ongoing safety and loss prevention program shall be a material breach of this Contract entitling Company to immediately terminate any and all POs and/or this Contract.
- 17.4 When Services are being performed on Company's Site or in areas of existing Company facilities, Contractor, its employees, Sub-Contractors and agents, shall adhere to, comply with and enforce all rules, regulations, requirements of Company (including without limitation those set forth in the Exhibits to this Contract and any Site-specific rules, regulations, requirements, and conditions) and any revisions pertaining thereto for which Contractor has been provided notice prior to or during any phase of the Services. Noncompliance with Company's rules, regulations, requirements or conditions set forth herein shall be a material breach of this Contract entitling Company to immediately terminate any and all POs and/or this Contract.
- 17.5 Contractor acknowledges and agrees that Contractor shall be solely responsible for communicating to its employees, Sub-Contractors and agents that adherence to Company's rules, regulations, requirements and conditions (particularly those pertaining to safety), is a condition to such employee, Sub-Contractor, or agent providing Services to Company and being present on Company's Site.
- 17.6 Contractor shall promptly furnish to Company reports of any accident or near miss involving persons or property associated with the Services. A "near miss" is any incident that could have caused serious injury or significant property damage.
- 17.7 To ensure the safety of all personnel working on Company's Site, Company may from time to time test the ability of the employees, agents and invitees of Contractor and its Sub-Contractors to interpret and react to safety related signs or information (including without limitation Company's voice alarm system and any safety lights, horns, sirens and whistles related thereto).
- 17.8 Contractor also agrees to act in accordance with Safety and Security Exhibit III. Contractor also agrees to inform its employees, Sub-Contractors, agents, or guests to all act in accordance with Safety and Security Exhibit III.

18 Sub-Contracting and Assignment

- 18.1 The Contractor shall not assign, charge, sub-license or sub-contract to any third party the whole or any part of its obligations hereunder without the prior written approval of the Company. No such approval shall relieve the Contractor from any liability or obligation under the Contract. The Contractor will in any Sub-Contract incorporate the same terms and conditions as stated in these Terms and Conditions. Any purported assignment or other dealing in breach of this clause shall confer no rights on the purported assignee.
- 18.2 The Contractor shall ensure that similar rights, duties and obligations of the Contractor to the Company under the Contract shall be included in any Sub-Contract.
- 18.3 The Contractor shall be responsible for the acts, omissions, defaults and negligence of any Sub-Contractor, its agents, servants or workmen as fully as if they were the acts, omissions, defaults or negligence of the Contractor, its agents, servants or workmen.
- 18.4 The Contractor shall include in every Sub-Contract a provision prohibiting any further sub-contracting of any portion of the obligations of the Sub-Contractor unless the Sub-Contractor first obtains the approval of the Company.
- 18.5 The Contractor shall not be entitled to assign or transfer the Contract or any part hereof or all or any part of its rights, benefits or obligations under the Contract without the prior written consent of the Company.

19 Rights and Remedies Cumulative

- 19.1 No failure or delay by either Party in exercising any right or remedy provided by law or under or pursuant to the Contract shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy by either Party shall preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.
- 19.2 The rights, powers and remedies provided by the Contract are cumulative and are in addition to any rights, powers and remedies provided by law.

20 Governing Law, Settlement and Disputes

- 20.1 The Company and the Contractor agree that the rules and regulations of the Kingdom of Saudi Arabia shall apply to the Contract.
- 20.2 With respect to any and all disputes between the Contractor and the Company, all claims by the Contractor against the Company relating to the Contract shall be submitted in writing to the Company Representative. The Parties in the first instance shall apply all reasonable efforts to achieve an amicable resolution of the dispute(s) addressed in the Contractor's claim. If amicable settlement cannot be reached, the dispute(s) shall be settled by arbitration, in accordance with the Arbitration Regulation of the Kingdom of Saudi Arabia issued by the Royal Decree No. M/46 dated 12/7/1403H and the Rules for Implementation of Saudi Arbitration Regulation effective as of 10 Shawwal 1405H. The arbitration shall be conducted in the Kingdom of Saudi Arabia. The arbitration decision shall be final and binding on the parties.
- 20.3 Notwithstanding any dispute relating to the Contract, the Contractor shall proceed diligently to perform on a timely basis its obligations under the Contract pending final resolution of such dispute. Any failure of the Contractor to proceed on such basis shall be a breach of the Contract for which the Company may terminate the Contract forthwith on giving notice in writing to the Contractor.

21 Claims against the Contractor

The Contractor shall give the Company immediate and complete notice of any suits, actions or proceedings against the Contractor which exist at any time. The Contractor shall furnish the Company immediately with any and all documents relevant to any such suit, action proceeding or claim.

22 Waiver

Unless expressly agreed, no variation or waiver of any provision or condition of the Contract shall constitute a general variation or waiver of any provision or condition of the Contract, nor shall it affect any rights, obligations or liabilities under or pursuant to the Contract which have already accrued up to the date of variation or waiver, and the rights and obligations of the Parties under or pursuant to the Contract shall remain in full force and effect, except and only to the extent that they are so varied or waived.

23 Order of Precedence

In the event of any inconsistency between the provisions of the Contract, the inconsistency shall be resolved by giving precedence in the following order (a) the Memorandum of Agreement, (b) the Terms and Conditions, (c) Exhibit I, (d) Exhibit II, and (e) any other Exhibits.

24 Entire Agreement

- 24.1 The Contract, together with the agreements and other documents referred to in, or executed contemporaneously with, the Contract, constitutes the entire agreement and supersedes any previous agreements between the Parties relating to its subject matter. Any warranties, conditions or terms, statutory or otherwise, which are not contained or referred to in the Contract, are hereby excluded. This Contract can only be amended by mutual agreement by the Parties in writing.

- 24.2 Without prejudice to the provisions of clause 24.1, each Party irrevocably and unconditionally waives any right it might have to claim damages for breach or otherwise in respect of any warranty, condition or other term or representation not contained in the Contract.
- 24.3 Each Party acknowledges and agrees that the only remedy available to it in respect of a breach of any provision of the Contract shall be for damages for breach of contract and that it shall not have any claim or remedy in tort in respect of the matter giving rise to such breach.
- 24.4 Nothing in this clause 24 shall operate to limit or exclude any liability of either Party for, or remedy against either Party in respect of, any fraudulent misrepresentation.

25 Severability

Each provision of the Contract is severable and distinct from the others. The Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Contract but (except to that extent in the case of that provision) it and all other provisions of the Contract shall continue in full force and effect and their validity, legality and enforceability shall not be affected or impaired as a result, subject to the operation of this clause 25 not negating the commercial intent and purpose of the Parties under the Contract.

26 Conflict of Interest & Compliance with Laws

- 26.1 Except for customary promotional material, legitimate business expenses, and occasional business entertainment, limited in value in any instance to the reasonable cost of a business meal, and other than as specifically authorized under the terms of the Contract, the Contractor shall not give, offer, or accept, and warrants that it has not given, offered or accepted, directly or indirectly, any money, personal services, credit or other thing of value, to or from:
- 26.1.1 The Company or its affiliated or related companies, or
- 26.1.2 Any of their agents, independent contractors or Sub-Contractors,
- 26.1.3 Government agencies or government officials; or
- 26.1.4 The employees of any of the foregoing,
- in order to influence the award of this or any other contract that has been or may be awarded by the Company, or their terms, performance, administration, extension or termination.
- 26.2 Any violation of clause 26.1 shall constitute a material breach of the Contract which without prejudice to the Company's right to enforce any other remedy provided by law shall empower Company to terminate the Contract for default and claim damages including, but not limited to, any increased costs incurred by Company as a result of such breach
- 26.3 This Contract is made specifically subject to, and Contractor expressly agrees that Contractor, its Sub-Contractors and agents, subject to all applicable laws, rules, regulations, orders and ordinances (now existing or that may be hereafter enacted or promulgated), including those of Saudi Arabia and the Royal Commission of Jubail and Yanbu.

27 Notices

- 27.1 Any notice, demand or other communication ("Notice") to be given by one Party to the other shall be in writing and signed by or on behalf of the Party giving it. It shall be served by sending it by fax to the number set out in the Memorandum of Agreement or delivering it by hand, or sending it by pre-paid recorded delivery or special delivery, to the address set out in the Memorandum of Agreement and in each case marked for the attention of the relevant addressee set out in the Memorandum of Agreement (or as otherwise notified from time to time in accordance with the provisions of this clause 27). Any notice so served by hand, fax or post shall be deemed to have been duly given:

- 27.1.1 in the case of delivery by hand, when delivered;
- 27.1.2 in the case of fax, at the time of transmission;
- 27.1.3 in the case of prepaid recorded delivery or special delivery, at 10:00 a.m. on the second Business Day following the date of posting

provided that in each case where delivery by hand or by fax occurs after 6:00 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

- 27.2 A Party may notify the other Party of a change to its name, relevant addressee, address or fax number for the purposes of this clause 27 provided that such notice shall only be effective on:
 - 27.2.1 the date specified in the notice as the date on which the change is to take place; or
 - 27.2.2 if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date following five Business Days after notice of any change has been given.

28 General

- 28.1 Each Party shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of the Contract and any document referred to in it.
- 28.2 To the extent that Companies includes more than one company as specified in the definitions and the Memorandum of Agreement, then each company of the Companies shall be treated individually with respect to its respective rights and obligations to the Contractor and shall not be held by Contractor to be joint and severally liable for any obligations or liabilities of another company within the definition of Companies.
- 28.3 The Company may at any time or times set off any liability under the Contract of the Contractor to the Company against any liability of the Company to the Contractor. Any exercise by the Company of its rights under this clause 28 shall be without prejudice to any other rights or remedies available to the Company under the Contract or otherwise.
- 28.4 The official text of the Contract and any notices given hereunder shall be in the English language. In the event of any dispute concerning the construction or interpretation of the Contract, reference shall be made only to the Contract as written in the English language and not to any translation into any other language.
- 28.5 The Contract may be executed in any number of counterparts and by the Parties to it on separate counterparts and each such counterpart shall constitute an original of the Contract but all of which together constitute one and the same instrument. The Contract shall not be effective until each Party has executed at least one counterpart.
- 28.6 In the event Contractor commits any material breach of this Contract, including without limitation any breach of any indemnity or insurance obligation, in addition to any other remedy that the Company may have at law or equity, Contractor will be entitled to recover all costs (including without limitation court costs, litigation expenses, and reasonable attorneys' fees) incurred in any proceeding wherein the Company seeks redress for such breach.

END OF TERMS AND CONDITIONS

